

**LEASE AMENDMENT TO SHELBY COUNTY 9-1-1 EMERGENCY
COMMUNICATIONS BOARD, LAND LEASE, DEVELOPMENT AND USE
AGREEMENT**

WHEREAS, the parties entered into that certain Shelby County 9-1-1 Emergency Communications Board Land Lease, Development and Use Agreement dated July 11, 2004 ("Lease"); and

WHEREAS, the purpose of the Lease was to provide land for a combined emergency communications facility (the "Facility"); and

WHEREAS, the Memorandum of Understanding by and among the Shelby County 911 Emergency Communications Board; the City of Memphis, Tennessee; Shelby County, Tennessee; and the Shelby County Sheriff for a Combined Emergency Communications Facility, dated May 19, 2004 (the "MOU") obligating the parties to construct said Facility has been terminated; and

WHEREAS, the Shelby County Emergency Communications District requires its own office space; and

WHEREAS, the County encourages the work and efforts of the District.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and adequate consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the Lease is hereby amended as follows:

1. Section 1 of the Lease entitled "**Description of the Property**" is hereby amended as follows:

A separate Exhibit "A" and Exhibit "B", which are attached hereto, shall substituted in place of the Exhibits "A" and Exhibit "B" to the Lease to show that the District will be entitled to the use of 5 acres, as attached hereto. The rest of Section 1 shall remain in place.

2. Section 2 of the Lease entitled "**Use**" shall be amended as follows:

The present paragraph will be stricken in full and shall be replaced with the following:

"The 9-1-1- Board shall use the Property for the primary purpose of constructing and housing the offices of the Emergency Communications District and a meeting and training facility for the Board of Directors of the Emergency Communications District, and conducting therefrom public service activities including, but not limited to, operational activities of the District, services for public safety emergency response communications, general administrative offices, and other uses which may be customary and/or necessary and a furtherance of these purposes, all to

promote the health, safety and general welfare of the

citizens of Shelby County in a manner consist with the intended purpose of the District. The foregoing uses are hereinafter referred to as the "Permitted Uses". The County may terminate this Lease on ninety days (90) written notice if the premises are used for some use other than the Permitted Uses. The Property shall not be used for any illegal, immoral, or obscene use."

3. Section 5, entitled "**Improvements**", of the Lease shall be amended as follows:

The existing Section 5 will be deleted and in its place shall be inserted the following:

"All improvements to the Property, including but not limited to ingress and egress, and utility connections shall be made at the District's sole expense. As a condition of this Lease, the District shall construct, upon review and approval by the County Engineer, upon the Property an appropriate building for the permitted uses. The construction of the initial improvements shall be started on or before _____, 2009, or such other date as may be mutually agreed to in writing by the parties. After the commencement of construction of the initial improvements, the District shall diligently pursue construction of such improvement and complete the improvement in reasonable and workmanlike manner."

4. Section 9 of the Lease entitled "**Income**" shall be deleted in its entirety and the following shall be inserted:

"The District shall be entitled to receive and retain all monies generated by or from the use or rental of the premises."

5. Delete A. and B. contained within Section 19 of the Lease entitled "**Insurance**" and the following shall be inserted:

"A. The District is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, sections 29-20-101 *et seq.*"

"B. As such, the parties recognize that the District is self-insured for acts of negligence of its officers and employees."

6. As part of the consideration for this Lease Amendment, the Emergency Communications District does hereby release any claim that it may have against Shelby County or the Shelby County Sheriff arising out of its breach or default of the Memorandum of Understanding by and among the Shelby County 911 Emergency Communications Board; the City of Memphis, Tennessee; Shelby County, Tennessee;

and the Shelby County Sherriff for a Combined Emergency Communications Facility, dated May 19, 2004 (the "MOU").

7. Except as set forth in this Amendment to Lease, the terms of the Lease shall remain unchanged.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representative have executed this Amendment to Lease.

COUNTY OF SHELBY, TENNESSEE

BY: _____
Hon. A C Wharton, Jr.
Mayor

SHELBY COUNTY 9-1-1 EMERGENCY COMMUNICATIONS BOARD

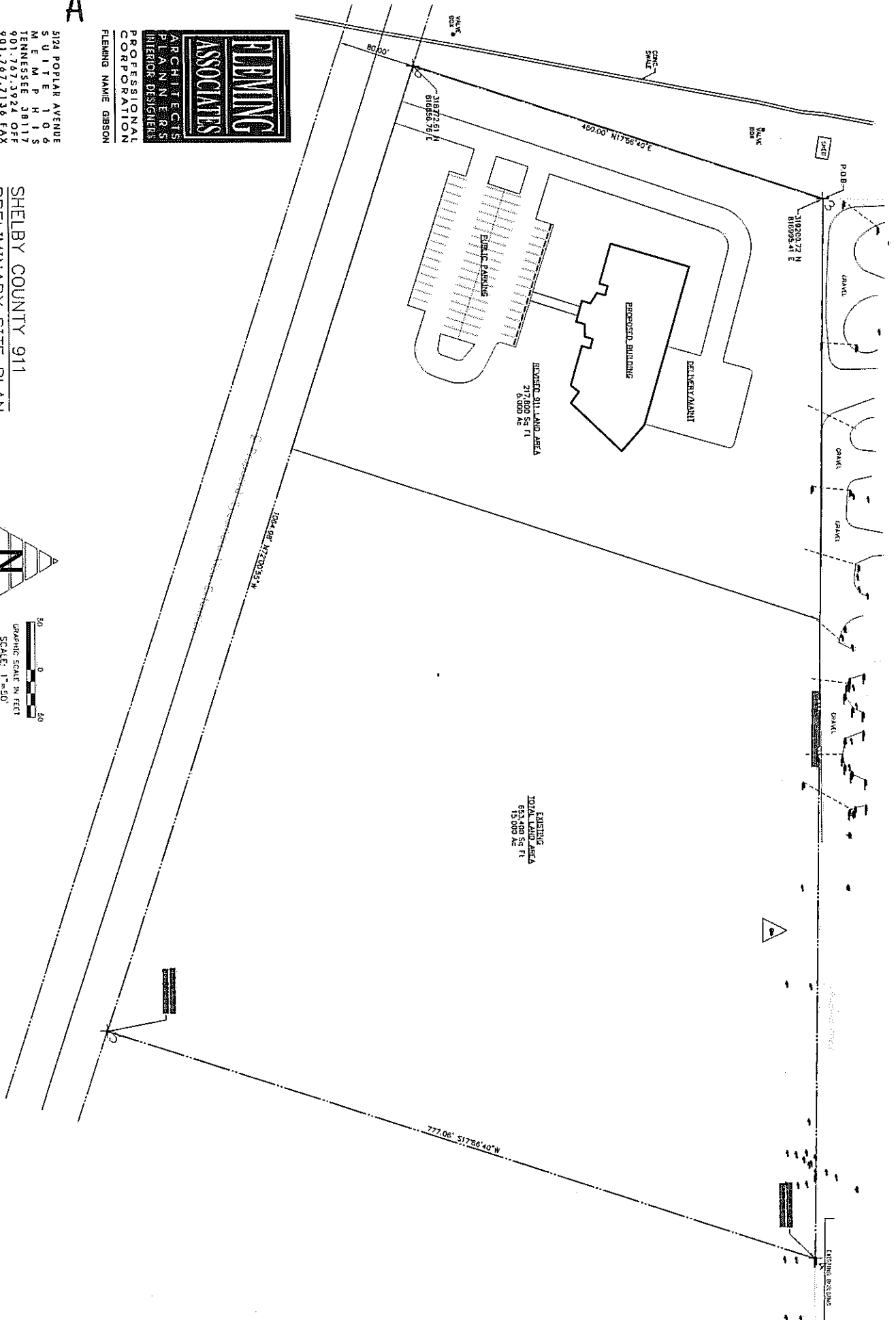
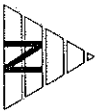
BY: _____
Raymond Chiozza, Director

"A"

5124 POPLAR AVENUE
SUITE 106
MEMPHIS
TENNESSEE 38117
901.767.3924 OFF
901.767.7136 FAX
WWW.FLEMINGARCHITECTS.COM

FLEMING
ASSOCIATES
ARCHITECTS
PLANNERS
INTERIOR DESIGNERS
PROFESSIONAL
CORPORATION
FLEMING NAME GIBSON

SHELBY COUNTY 911
PRELIMINARY SITE PLAN



CP5 #36
PFD: A2616
DESIGNATION: 96
318631.29 N
827340.45 E

PROFESSIONAL
CORPORATION
ATTORNEY AT LAW
11000 W. 11th Ave., Suite 100
Denver, CO 80202
Tel: 303.751.1100
Fax: 303.751.1101
www.mccoy.com

FILE PC94A AYJAH
E U I T E T O
M E M P H E
TELEPHONE 3411
63.747.3472 O8
P01.743.713A JA
TTECENBALEIN720

**SHELBY COUNTY 911
PRELIMINARY SITE PLAN**



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 20
 10
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 100 200 300 400 500 600 700 800 900 1000
 Distance (m)